

HISTORIC DISTRICT COMMISSION NOTICE OF DENIAL

City of Detroit - Planning & Development Department 2 Woodward Avenue, Suite 808 Detroit, Michigan 48226

Notification Date: 10/15/25 Application Number: HDC2025-00522

APPLICANT & PROPERTY INFORMATION NAME: Irma Louise Hunter (Being submitted by her son, Quintin) ADDRESS: 1760 Van Dyke St CITY: Detroit STATE: MI ZIP: 48214 PROJECT ADDRESS: 1760 Van Dyke HISTORIC DISTRICT: West Village SCOPE: Install vinyl windows, install vinyl siding

At the Regular Meeting that was held on 10/08/25 , the Detroit Historic District Commission ("DHDC") reviewed the above-referenced application. Pursuant to Section 5(1) and 9(1) of the Michigan Local Historic District Act, as amended, being MCL 399.205 (1), MCL 399.209 (9) and Sections 21-2-78 and 21-2-80 of the 2019 Detroit City Code; the DHDC hereby issues a Denial for the following work, effective on 10/14/25 , as it will be inappropriate according to the Secretary of Interior's Standards for Rehabilitation and the district's Elements of Design:

REASONS FOR DENIAL:

- The proposed vinyl replacement windows are not appropriate to the building's historic appearance because:
- o Vinyl windows present a plasticity and flat/thick appearance that does not adequately match the profile/dimensionality and appearance of historic windows, such as wood.
- o Consumer grade vinyl windows weather poorly, deteriorate rapidly, and exhibit poor detailing and detracting color/sheen.
- o The framing material, glazing, and seals (which keeps the argon gas intact between the insulated glass) of vinyl windows break down more quickly in ultraviolet light than wood or steel-framed windows.
- o Vinyl windows also lack rigidity and can expand and contract more than wood and steel. This can result in discoloration and warping of the vinyl frames, as well as condensation between the glass layers.
- Vinyl siding is not a compatible replacement product as it does not match the surface texture, reflectivity, finish, edge details, and at times width/profile and reveal, of historic wood clapboard siding. Additional typical details, such as vertical joints in the cladding and protrusion of the siding (either past or in-line with the window casings) further obliterates the siding's ability to "matching" look of wood siding and trim. Replacing the current exterior siding with an equally incompatible siding is not in keeping with the standards/that any siding treatment should be compatible with the building's overall historic character.
- The current proposal has not provided evidence that the historic lapped wood siding that remains underneath the existing faux brick/asphalt/Insulbrick siding is deteriorated to an extent that merits its wholesale removal. It is staff's opinion that retaining and repairing the original siding, if possible, is the most appropriate treatment for the siding at this property.
- · Wood features, including siding and trim, are distinctively significant historic features of the district

FAILURE TO MEET STANDARDS:

The Standards for Rehabilitation (codified in 36 CFR 67 for use in the Federal Historic Preservation Tax Incentives program) address the most prevalent treatment. "Rehabilitation" is defined as "the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural, and cultural values."

As stated in the definition, the treatment "rehabilitation" assumes that at least some repair or alteration of the historic building will be needed in order to provide for an efficient contemporary use; however, these repairs and alterations must not damage or destroy materials, features or finishes that are important in defining the building's historic character.

The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

Failure to meet standards: 2, 5, 6, 9
Corresponding Standard numbered below:

- 1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment
- 2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
- Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
- 4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
- 5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
- 6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
- 7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
- 8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
- 9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
- 10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

FAILURE TO MEET ELEMENTS OF DESIGN:

Failure to meet Elements of Design: 7, 8, 10

Corresponding design element numbered below:

12. Walls of continuity.
13. Relationship of significant landscape features and surface treatments.
14. Relationship of open space to structures.
15. Scale of façade and façade elements.
16. Directional expression of front elevations.
17. Rhythm of building setbacks.
18. Relationship of lot coverages.
19. Degree of complexity within the façade.
20. Orientation, vistas, overviews.
21. Symmetric or asymmetric appearance.
22. General environmental character.

If you have any questions regarding the above, please contact staff at 313-224-1762 or hdc@detroitmi.gov.

For the Commission:

Garrick Landsberg

Director of Staff, Historic District Commission

PSR:Garrick

251015GL

APPEALS PROCESS

The application may be resubmitted for the Historic District Commission's review when suggested changes have been made that address the cited reasons for denial, if applicable. Please be advised that, in accordance with MCL 399. 211 and Section 21-2-81 of the 2019 Detroit City Code, an applicant aggrieved by a decision of the DHDC may file an appeal with the State Historic Preservation Review Board. Within sixty (60) days of your receipt of this notice, an appeal may be filed with:

Jon Stuckey, Michigan Department of Attorney General

2nd Floor, G. Mennen Williams Building

525 West Ottawa Street, P.O. Box 30754, Lansing, MI 48909

Phone: 517-335-0665 E-mail: stuckeyj@michigan.gov



HISTORIC DISTRICT COMMISSION APPLICATION FOR WORK APPROVAL

City of Detroit - Planning & Development Department 2 Woodward Avenue, Suite 808 Detroit, Michigan 48226

HDC2025-00522

PROPERTY INFORMATION								
ADDRESS(ES): 1760 Van Dyke								
HISTORIC DISTRICT: West Village								
SCOPE OF WORK: (Check ALL that apply)								
Windows/ Doors Walls/ Siding Painting	Roof/Gutters/ Chimney	Porch/Deck/Balcony Other						
Demolition Signage New Building	Addition S	Site Improvements landscape, trees, fences, patios, etc.)						
BRIEF PROJECT DESCRIPTION: New siding and 4 new windows.								
New Stuffig and 4 new windows.								
APPLICANT IDENTIFICATION								
TYPE OF APPLICANT: Property Owner/Homeowner								
NAME: Irma L. Hunter (Being submitted by her son, Quintin)	COMPANY NAME: N/A							
ADDRESS: 1760 Van Dyke St	CITY: Detroit	STATE : MI ZIP : 48214						
PHONE: +1 (313) 924-8958	EMAIL: qlhunter73@gmail.co	om						
I AGREE TO AND AFFIRM THE FOLLOW	NG:							
I understand that the failure to upload all required or project and/or a denied application.	ocumentation may result in e	extended review times for my						
I understand that the review of this application by the Historic District Commission does not waive my responsibility to comply with any other applicable ordinances including obtaining appropriate permits (building, sign, etc.) or other department approvals prior to beginning the work.								
I hereby certify that I am the legal owner and/or occupant true and correct.	t of the subject property and that	at the information on this application is						
Irma Louise Hunter (Being submitted by her son, QuintirN/A								
Irma Louise Hunter Being submitted by her son, Quinting/20/2025								
SIGNATURE	DATE							
1760 Van Dyke St		etroit MI 48214						
+1 (313) 924-8958	qlhunter73@gmail.com							

Questions? Contact us at hdc@detroitmi.gov or (313)224-1762

NOTE: Based on the scope of work, additional documentation may be required. See www/detroitmi.gov/hdc

for scope-specific requirements.

PROJECT DETAILS - TELL US ABOUT YOUR PROJECT

Instructions: Add project details using the text box in each section. If your details exceed the space provided, attach the details via the attachment icon for that section.

ePLANS PERMIT NUMBER:

(only applicable if you've already applied for permits through ePLANS)

N/A

GENERAL

1. DESCRIPTION OF EXISTING CONDITION

Please tell us about the current appearance and conditions of the areas you want to change. You may use a few sentences or attach a separate prepared document on the right. (For example, "existing roof on my garage is covered in gray asphalt shingles in poor condition.")

Exterior of siding is faux brick. Interior of siding is wood and some brick. Due to weathering, faux brick siding is peeling, leaving exposed, rotted wood. Rotted wood has exposed opening in front of house, making it easy for critters to enter.



2. PHOTOGRAPHS

Help us understand your project. Please attach photographs of all areas where work is proposed.



3. DESCRIPTION OF PROJECT

In this box, tell us about what you want to do at the areas described above in box #1. (For example, Install new asphalt shingle roofing at garage.)

Contractor to install siding. Actually, siding only needs to be replaced on the front of the house and the back of the house, not necessarily on the sides.

Seeking four new windows. Old wood windows are in such bad condition that three of them cannot be opened, which leads to unbearable conditions in the summer. The one window that can be opened is in extremely poor condition, with glass coming out of the frame.

4. DETAILED SCOPE OF WORK

In this box, please describe all steps necessary to complete the work described in box #3. (For example, "remove existing shingles, replace wood deck as necessary, replace wood eaves, install roof vents, replace rotted fascia boards, paint, clean worksite.")

- 1. Remove faux brick siding.
- 2. Remove any rotted wood under faux brick siding.
- 3. Replace rotted wood underneath siding with new wood.
- Install outer covering of siding.

5. BROCHURES/CUT SHEETS

Please provide information on the products or materials you are proposing to install. For example, a brochure on the brand and color of the shingles proposed.



ADDITIONAL DETAILS

6. WINDOWS/DOORS Detailed photographs of window(s) and/or door(s) proposed for replacement showing the condition of the interior and exterior of the window(s) and/or door(s)	



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Customer Information

Appointment ID#: 3074286 Customer: Quintin Hunter

Primary Phone: (313) 303-6442 Email: qlhunter73@gmail.com

Property Information

Street Address: 1760 Van Dyke St City, State: Detroit, MI Zip: 48214

Home Type: Residential Historic District: Yes

Street Address: 1760 Van Dyke City, State: Detroit, Mi Zip: 48213

Payment Terms Amount

FINAL PRICE:	\$28,416
Customer Discounts:	\$8,590
Sub Total	\$37,006
Admin Fee:	\$295
Project Cost:	\$36,711

Payment Details Amount

Deposit	-
Amount Due Upon Substantial Completion	\$0
Finance Amount	\$28,416

^{*}Any fees for required building permits will be billed to you separately. Permit fees cannot be included into any financing agreement and must be paid in full when due.

Acknowledged by:



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WINDOWS

Pac	Package Deluxe Series						of Windows	4		
Package Description Triple-pane glass with drop-foam insulated frame, Vinyl with fiberglass reinforcements, Exceeds ENERGY STAR® standards, Enhanced climate protection										
#	Building Location Style W x H Int Color Ext Color					or T	Trim Color			
1	Home	Bedroom	Double Hung	26 x 61	Beige - Almond (A/M/P)	Beige - Alm (A/M/P)		(All) Match Ext. Window Frame		
	Notes: Category: Traditional, Total UI: 87.000, Current Window Int. Color: White (A/M/P), Current Window Ext. Color: White (A/M/P), Current Window Trim. Color: (All) White, Sills: No, Grids: No, Screen Type: Half Screen									
2	Home	Bedroom	Double Hung	26 x 61	Beige - Almond (A/M/P)	Beige - Alm (A/M/P)	` '	tch Ext. Window Frame		
	Notes: Category: Traditional, Total UI: 87.000, Current Window Int. Color: White (A/M/P), Current Window Ext. Color: White (A/M/P), Current Window Trim. Color: (All) White, Sills: No, Grids: No, Screen Type: Half Screen									
3	Home	Bedroom	Double Hung	26.12 x 59.60	Beige - Almond (A/M/P)	Beige - Alm (A/M/P)	` '	tch Ext. Window Frame		
	Notes: Category: Traditional, Total UI: 85.720, Current Window Int. Color: White (A/M/P), Current Window Ext. Color: White (A/M/P), Current Window Trim. Color: (All) White, Sills: No, Tempered Glass: No, Grids: No, Screen Type: Half Screen									
4	Home	Bedroom	Double Hung	25.88 x 55.37	Beige - Almond (A/M/P)	Beige - Alm (A/M/P)	` '	(All) Match Ext. Window Frame		
	Notes: Category: Traditional, Total UI: 81.250, Current Window Int. Color: White (A/M/P), Current Window Ext. Color: White (A/M/P), Current Window Trim. Color: (All) White, Sills: No, Grids: No, Screen Type: Half Screen									

- Custom-sized to your home
- Professional installation by licensed and certified experts
- Removal of all project debris

Your Deluxe Series Window Package Includes:

- ✓ Superior window with enhanced performance
- ✓ Triple-pane glass with drop-foam insulated frame
- ✓ Vinyl frame with fiberglass reinforcements
- ✓ Exceeds ENERGY STAR® standards
- ✓ Enhanced climate protection



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SIDING

Package Deluxe Series	Total Squares	14.00
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Package Description

Vinyl material with a cedar-grain look, Bonded insulation, Enhanced wind resistance, Upgraded 6" panel with fewer seams

#	Building	Section	Style/Type	Quantity(Squares)				Inside Corner Post Color	Outside Corner Post Color
1	Home	Siding#1	Double	14	(STR) Corn Silk	-	-	-	(STR) Corn Silk

Notes: Direction: Horizontal, Window/Door Trim Color: (STR) Corn Silk, Face Brick, Stucco, Rotted Wood, and Dryvit Siding Tear Off: 1, Entry Door Trims: 3, Window Trims (>105 UI): 2, Aluminium / Vinyl / Steel Tear Off: 1, Circle Vents: 0, Square Vents: 0, Triangle Vents: 0, Octagon Vents: 0, Rect Vents: 0, Wood - OSB Wood (Sheets): 10, Wood - 1 x 6 Replacement (lin ft): 10

- Custom-sized to your home
- Our proprietary wrap protects your home with an air and moisture barrier
- Removal of all project debris

Your Deluxe Series Siding Package Includes:

- Superior vinyl siding with enhanced performance
- ✓ Vinyl material with a cedar-grain look
- Bonded insulation
- Enhanced wind resistance
- ✓ Upgraded 6" panel with fewer seams



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Your Home Improvement Contract

The customer ("Customer") listed herein (whether a single person or multiple people) jointly and severally agrees to purchase the goods and/or services as noted, in accordance with the prices and terms described in these Material Work Order and Terms and Conditions (the "Agreement"), and Customer has requested that such goods and/or services be installed and provided at Customer's address (the "Property") as noted. 1-800 HANSONS, LLC ("Contractor") agrees to install or cause to be installed, the products or services listed in this Agreement. The Customer represents and warrants that it is the owner of record for the Property, or otherwise has the right to enter into this Agreement in connection with the Property. To the extent the person(s) entering into this Agreement is not the title holder of the Property, the signer(s) below agree to all obligations, terms and conditions covered by this Agreement.

This Agreement represents a cash sale of goods and/or services. Full payment is due upon **Substantial Completion** ("SC") of the installation of the goods listed in this Agreement. SC is the stage or part of a construction project completed sufficiently to allow the Customer to occupy or use the Property. Aesthetic concerns not impacting the operation of the product does not prevent SC.

Customer agrees to pay in cash the cost of the goods and/or services purchased as described below, with full payment due upon SC of the job regardless of timing or approval of any financing Customer may seek for the purchase.

When payment is to be made via third-party financing, Customer agrees to sign a completion certificate upon SC of the installation of the goods. If the third-party financing expires prior to the Customer signing the completion certificate, the Customer is responsible for making alternate arrangements for payment and Contractor is not responsible for changes to any third-party financing terms.

Customer agrees that this Agreement constitutes the entire understanding between the parties and there are no verbal understandings changing or modifying any of the terms of this Agreement. This Agreement may not be changed, or its terms modified or varied in any way unless such changes are in writing and agreed to by both Customer and Contractor.

Customer has read this Agreement and has received a completed, signed, and dated copy of this Agreement, including the accompanying Notice of Cancellation form.

Acknowledged By:

By signing, Customer acknowledges that they have read and agree to the terms and conditions of this Agreement.

Customer:

Signed Date: Aug 04, 2025

1-800-HANSONS Certified Home Improvement Expert:

Junto Plens

Khabir Sims

KSims@Hansons.com

(313) 771-4620

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Your Material Work Order Agreement

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You, the Customer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached Notice of Cancellation form for an explanation of this right.

Michigan Residents Only: Additionally, the contractor is prohibited from having an independent courier service or other third party pick up your payment at your residence before the end of the 3-business-day period in which you can cancel the transaction.

Colorado Residents Only: For roofing work on a residence, the contractor shall hold in trust any payment from you until the contractor has delivered roofing materials to the residential property site or performed a majority of the roofing work on the residential property.

LEAD SAFE PAINT PRACTICES

Junto Junto

I acknowledge receipt of an electronic PDF copy of the pamphlet, "Lead Hazard Information for Families, Childcare Providers, and Schools," informing me of the potential risk of lead hazard exposure from renovation activity to be performed in my home. I received this pamphlet before work began, and I understand that I can request, at any time, a printed copy of this brochure, or download it directly from this link https://hansons.com/lead-safe/

<u>Customer 1:</u> Signed Date: Aug 04, 2025

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TERMS AND CONDITIONS

1. NO REPRESENTATIONS, PROMISES OR WARRANTIES, EXPRESSED OR IMPLIED, HAVE BEEN MADE BY CONTRACTOR TO CUSTOMER EXCEPT THOSE THAT ARE EXPRESSLY STATED IN THIS AGREEMENT AND ANY FURTHER OR OTHER REPRESENTATIONS, PROMISES OR WARRANTIES, OF ANY KIND OR NATURE, ARE EXPRESSLY DISCLAIMED BY CONTRACTOR. This Agreement cannot be changed by any conversations between Customer and Contractor. Any changes must be in writing and signed by Customer and Contractor. Changes may be communicated and agreed to through text message and/or email. Contractor or its manufacturer may at its sole option, upgrade a product to similar or higher quality.

- 2. Consequential Damages/Contractor Liability Contractor shall not be liable for the following:
 - a. Damage to trees, shrubs, flowers, grass, or landscaping.
 - b. Shades, blinds, or any other window treatments that do not fit into the openings after work is completed.
 - c. Caulk fumes or any other fumes caused by building materials. Customer is responsible for airing out affected rooms prior to habitation.
 - d. Pre-existing building or other code violations existing at the time of this Agreement.
 - e. The reconnection or fitting of window AC units, electronics, or security systems.
 - f. Alarms or doorbells, except that in the event that Contractor damages Customer's doorbell, Contractor will attempt to replace with a wireless doorbell kit.
 - g. Reinstalling satellite dishes. Customer is responsible for contacting and paying provider to restore service.
 - h. Correcting ceiling sag or existing interior defects.
 - i. Animal or insect infestations.
 - j. Cleaning debris from or damage to unprotected property in Customer's attic.
 - k. Painting, decorating, or wood finishing.
 - I. Drywall nail pops, artwork or other items hanging on walls

3. Workmanship Guarantee

As is further described in the Workmanship Guarantee provided to Customer, Contractor guarantees its workmanship under this Agreement. Customer should review the Workmanship Guarantee for specific terms and details regarding the scope of the guarantee. Customer may review the Workmanship Guarantee anytime at www.hansons.com/warranties. Contractor's guarantee may be voided if (a) the Customer fails to pay the contract amount in full when due; (b) the Customer fails to allow Contractor to remedy the alleged defect; (c) the Customer uses someone other than Contractor to repair or otherwise provide services on any item that would otherwise be covered by the guarantee; or (d) Customer fails to reasonably maintain products installed by Contractor.

4. Delay/Unknown Conditions

- a. Events beyond the control of Contractor (including but not limited to, acts of God, labor strikes, inclement weather, material shortages, illness, material delivery delays, Customer's inability to obtain financing, delays by local government authorities in issuing or otherwise approving inspections, permitting, or other required authorizations for the job) may delay performance by the Contractor. Due to all these factors outside the Contractor's control, Customer agrees that a specific date of completion is not a term of this contract. Delay resulting from any of these unknown conditions does not constitute abandonment of this Contract.
- b. If Customer introduces unanticipated logistical requirements (including but not limited to the inability to move obstructions or limiting access to certain areas of the home, etc.). Customer will be responsible for any associated additional cost to perform work and/or agrees to remove item(s) where work is unable to be performed. Additionally if Customer refuses installation, Contractor, in is sole discretion, may consider the Agreement terminated and stipulated damages will be charged in accordance with paragraph 6. Should

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Customer not claim custom ordered items, these may be disposed of within 60 days after Contractor provides its demand to perform notice.

- c. Unforeseeable structural or architectural elements (including, but not limited to hidden wiring, plumbing, brick walls, etc.) may be discovered during construction that increases the cost and/or prevents project elements from being performed. Additionally, the need to replace weak, rotted, wet, or splintered wood may not be evident at the time of inspection. When such conditions are discovered, Customers may incur an additional fee beyond the amount listed in the original contract. If Contractor determines additional services or materials are necessary to complete the project, Customer(s) agrees to execute a change order with Contractor to cover the additional cost. Contractor may suspend performance if Customer(s) does not authorize or pay for this additional cost.
- d. In the event Contractor determines this Agreement cannot be performed as intended by the parties due to unknown conditions, incorrect pricing, unforeseen structural defects, pre-existing conditions to Customer's property, or other unknown conditions, Contractor may cancel this Agreement within 30 days of the discovery and notify Customer of such cancellation in writing. In the alternative, Contractor and Customer may amend the existing contract in writing if a mutually agreeable resolution can be reached. In the event Customer and Contractor cannot reach an agreement regarding completion of the project, Customer is required to pay for the estimated contract value incurred to date by Contractor.
- e. Contractor is not responsible for conditions beyond its control, including existing or developing spore or mold growth. Mold may be due to condensation that may form on or within walls or other surfaces resulting from preexisting conditions in Customer's home and internal or external temperatures. Customer indemnifies and holds Contractor and its employees, authorized contractors, and their subcontractors harmless from any claims as to the identification, detection, abatement, encapsulation, or removal of mold, asbestos, lead based products or other hazardous substances inside or outside of the structure being improved.

5. Stipulations and Notifications

- a. Customer agrees to provide Contractor access to electrical service and running water free of charge.
- b. When any work is performed, paint, plaster, drywall may crack or loosen.
- c. Contractor does not guarantee against any wall or flooring dents, nicks, nail pops, paint scraping, or flaking.
- d. If a dumpster is needed for removal of debris, Customer agrees to have such dumpster placed in his or her driveway. Contractor is not responsible for any damage the dumpster may cause to the driveway.
- e. Many homes are not square and level which may be visibly noticeable. Contractor is not responsible for changing the structure of Customer's home to address these pre-existing conditions.
- f. In the unlikely event of ceiling damage to the interior caused solely by Contractor, Contractor agrees to pay for the painting of the damaged section only.
- g. Consequential damage to premises or material located on the premises: In the event of damage, Customer agrees to submit a claim to their insurance company and may request reimbursement for the deductible from the Contractor.
- h. Contractor will make best efforts to clean up job-related debris.

Roofing:

- i. Contractor performs its installation under the assumption that existing attic ventilation is free and clear of all obstructions. Any existing obstruction will render all warranties null and void.
- j. If replacement of joists or beams is necessary, there will be an additional charge for these services and materials.
- k. Customer shall expect a certain amount of debris in attic.

Windows:

I. Customer may lose a certain amount of glass space/daylight opening when installing replacement windows, which are vinyl frames installed in existing window openings. The frames may be larger on replacement

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windows and Energy Efficient glass will have a light tinting. If, due to size constraints, Contractor is unable to manufacture the windows with triple pane, Contractor will substitute with double pane energy efficient Energy Star-compliant glass which may have a higher U-Value. Other options may impact rated U-values including grids and tempering. Casements, solid picture, bays/bows, certain other windows, and sliding glass doors may not have fiberglass inserts, which will not inhibit performance or strength.

- m. Customer is responsible for painting/staining and sealing any wood installed by Contractor within 90 days of installation. In the event interior wall surfaces are modified, Customer is responsible for all finish work (mud, tape, paint, etc.).
- n. Measurements contained in this Agreement are for pricing only. Later measurements may adjust openings for proper fit of replacement windows/sliding glass doors.
- o. Sliding Glass Doors come in standard sizes. If Customer requests or requires a special-order Sliding Glass Door at the time of order, Customer(s) agrees to pay any additional cost as specified in this Agreement.

Bath:

- p. General cleaning instructions: for normal everyday cleaning, use cleaner with a soft washcloth and always rinse thoroughly with warm water after cleaning.
- q. Recommended cleaners: Use only products whose labels state that they are safe for acrylic: dish soap and water and white vinegar. Diluted bleach should be used with caution. Always test cleaning products on a small area of the skirt before applying to the complete bath area. Do not use: Scrubbing Bubbles, any abrasive cleaners, Ajax, Comet, Tilex, Soft Scrub, Mr. Clean, nail polish remover, scouring pads, ammonia, Tough Act and powder or crystal drain cleaners. The use of these chemicals or products will cause a dull finish and will void the warranty.
- 6. Stipulated Damages If Customer cancels, rescinds, or otherwise terminates this Agreement after the expiration of the applicable cancellation period provided for in Notice of Cancellation section of this Agreement (three business days), and Contractor accepts such cancellation, which shall be in Contractor's sole discretion, then Customer agrees to pay to Contractor the following to offset (1) Contractor's incurred costs in preparation for work and (2) damages, including lost profits as reasonably calculated by Contractor. The parties agree that the following formula is a reasonable estimate of the actual damages that Contractor will suffer if the Customer does not allow Contractor to perform this Agreement: One third of the contract price plus Contractor's actual cost for any custom ordered products made for Customer's job.

7. Choice of Law and Dispute Resolution

This Agreement shall be exclusively construed and governed by the laws of the State of Michigan, without giving effect to choice of law provisions thereof. Customer and Contractor (collectively referred to as "the Parties") agree that any dispute relating to or arising out of this Agreement shall be adjudicated in the State of Michigan by civil action or arbitration. Customer agrees that he or she will not assert a claim on behalf of, or as a member of, any group or class.

Except as described below, the Parties agree that litigation brought by either Party with respect to any claim made pursuant to this Agreement SHALL BE FILED IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN, DISTRICT OR CIRCUIT COURT IN OAKLAND COUNTY, MICHIGAN, OR THE APPROPRIATE STATE COURT(S) OF THE STATE OF MICHIGAN WHICH WILL HAVE EXCLUSIVE JURISDICTION. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

The Parties agree that when the total amount in controversy (damages claimed by Contractor combined with damages claimed by Customer and any other party subject to the litigation) exceeds \$49,999.00, the matter will be subject to binding arbitration upon a Party submitting a notice of the demand for arbitration with the other Party to this Agreement and with the American Arbitration Association (AAA). Each Party will pay their proportionate share of any fee associated with arbitration proceedings.

For cases with a total amount in controversy (as defined above) less than \$49,999.00, the matter will be subject to binding arbitration upon a Party submitting a notice of the demand for arbitration with the other Party to this

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Agreement and with the AAA. The Party electing arbitration is responsible for ALL costs associated with arbitration proceedings under these circumstances.

If initiated, arbitration will be conducted by one (1) arbitrator in accordance with and pursuant to the AAA under its construction industry arbitration rules of the AAA, to be HELD AND ARBITRATED IN THE DETROIT REGIONAL OFFICE OF THE AAA. The findings of the arbitrator shall be final and binding on all parties to this Agreement. The arbitrator shall award costs and attorney fees in accordance with the terms of this Agreement. This Agreement to arbitrate, and any award, finding, or verdict of or from the arbitration, will be specifically enforceable under the prevailing law of any court having jurisdiction. The demand for arbitration shall be made within a reasonable time after the Claim in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations. If a civil claim is initiated by either Party, the option for arbitration is waived unless a demand for arbitration is submitted (as described above) no later than (1) week after a party files its answer to the complaint or counter-complaint. Further information may be obtained, and claims may be filed at, any office of the American Arbitration Association, 1-800-778-7879, www.adr.org, or by mail at 120 Broadway, Floor 21, New York, NY 10271.

8. Permits and Testing - Contractor will make commercially reasonable efforts to comply with all local requirements for building permits, inspections, and zoning. Customer agrees to pay for the actual costs of the permit and any necessary fees and inspections. Contractor will bill Customer for these additional charges. Customer authorizes Contractor to apply for building permits on Customer's behalf from the city, village, or township where the property is located. Customer gives Contractor permission, and appoints Contractor, to sign Customer's name to the building permit application for the work in this Agreement. Customer authorizes Contractor to proceed with the installation while the application for a permit is pending. If the city, village, or township where the property is located requires code updates (such as smoke detectors), Customer must pay for those expenses. Customer is solely responsible for notifying Contractor and taking any action required to satisfy any regulations and/or restrictions which the property is subject regarding the installation of materials covered by this Agreement. This may include deed restrictions, a homeowners' association, a historic district commission, or any other similar regulation.

If Asbestos or other environmental tests are required for the project, Contractor agrees to subcontract any necessary asbestos or other material sampling and testing for the work described in the agreement. Contractor will directly bill Customer(s) for these charges. Customer(s) will be responsible for full payment of Asbestos or other testing once Contractor has ordered the testing. If any area requires Asbestos or other environmental remediation, Customer(s) will have the option to cancel the Material Work Order at no Penalty (minus costs of Asbestos or other testing) or independently hire an Asbestos abatement company to remove asbestos or other materials prior to Contractor beginning work.

- 9. Notices All notices and other communications required or permitted under this Agreement will be in writing and will be deemed given when delivered personally or by mail, addressed as follows: If to Contractor: to 977 E. 14 Mile Road, Troy, Michigan 48083. If to Customer(s): to the name and address or email address appearing in this Agreement.
- 10. Legal Fees Should Contractor require the services of an attorney or collection agency for the enforcement of any provision of this Agreement, Customer agrees to pay Contractor's actual attorney fees, collection agency fees, process server fees, court costs, mailing costs, and any other associated costs and fees.
- 11. ACH/Credit Card Authorization When Customer gives Contractor ACH information or provides Contractor with a credit card, any authorized amounts owed to Contractor will be withdrawn via ACH transfer or credit card transaction, if not paid by alternate means, within 5 business days of Substantial Completion. Contractor may charge a processing fee for credit card or other electronic payments. Any customer refunds will not include a refund of processing fees.
- 12. Interest Any sums not paid shall bear interest at the highest legal rate, not to exceed one- and one-half percent per month (18% per annum), from the date of Substantial Completion, or from the date on the final demand letter, whichever occurs first.
- 13. **Severability** Whenever possible, each provision of this agreement shall be interpreted in such a way as to be effective and valid under applicable law. If a provision is prohibited by or invalid under applicable law, it shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the reminder of such provision or the remaining provisions of this agreement.

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- 14. **Telephone Recording –** For quality and control purposes, all incoming and outgoing calls are monitored and recorded.
- 15. **Truck Roll Fee** In the event the Customer requests Contractor dispatch a technician to Customer's home to address an alleged workmanship and/or product issue, Contractor may charge Customer a fee for such visit. Contractor shall disclose the amount of the fee upon Customer's request.
- 16. **Assignment –** It is agreed that Contractor has the sole right at any time to sell, transfer, or assign this Agreement and the money to be paid under this Agreement.
- 17. The Telephone Consumer Protection Act of 1991 www.federalregister.gov/documents/2016/11/16/2016-24745/ telephone-consumer-protection-act-of-1991/ prohibits organizations from contacting a customer on his/her cellphone without prior express consent. Each communication attempt without prior written consent is a \$500 violation. 1-800-HANSONS may call and/ or text about its products and services at the phone number(s) Customer provided using an automatic telephone dialing system and/ or artificial or prerecorded voice technology. I understand I am not required to provide consent as a condition of purchasing from 1-800-HANSONS and I may revoke this consent by calling 1-800-426-7667.
- 18. **Licensing Disclosures –** Visit <u>www.hansons.com/licenses</u> for current Contractor license information.
- 19. **Iowa Sales-** Persons or companies furnishing labor or materials for the improvement of real property may enforce a lien upon the improved property if they are not paid for their contributions, even if the parties have no direct contractual relationship with the Customer. The mechanics' notice and lien registry internet site provides a listing of all persons or companies furnishing labor or materials who have posted a lien or who may post a lien upon the improved property. If the person or company has posted its notice or lien to the mechanics' notice and lien registry internet site, you may be required to pay the person or company even if you have paid the general contractor the full amount due. Therefore, check the mechanics' notice and lien registry internet site for information about the property including persons or companies furnishing labor or materials before paying your general contractor. In addition, when making payment to your general contractor, it is important to obtain lien waivers from your general contractor and from persons or companies registered as furnishing labor or materials to your property. The information in the mechanics' notice and lien registry is posted on the internet site of the mechanics' notice and lien registry. The Mechanic's Notice and Lien Registry's Internet Web site address issos.iowa.gov/MNLR and its toll-free telephone number is 1-888-767-8683.

Minnesota Sales- (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

Minnesota law (Minn. Stat. §327A.02) contains important requirements you may have to follow before you may file a lawsuit or commence arbitration proceedings regarding an alleged breach of this statutorily warranty.

Written Performance Guidelines (in accordance with Minn. Stat. §326B.809): Contractor warrants that all of the materials used in performing work will be new unless otherwise specified and that all work will be of good quality and in conformance with applicable building codes and laws. Contractor warrants that it will complete the work according to the plans, specifications, and other documents that comprise the agreement between the parties. Contractor warrants that the work will be performed as required by Minnesota Statutes Section §327A.01 et. seq. (Statutory Warranties).

During the one-year period from and after the warranty date the home improvement will be free from defects caused by faulty workmanship and defective materials due to noncompliance with building standards and during the ten-year period from and after the warranty date the home improvement will be free from major construction defects due to noncompliance with building standards.

Utah Sales- PROTECTION AGAINST LIENS AND CIVIL ACTION. Notice is hereby provided in accordance with Section 38-11-108 of the Utah Code that under Utah law an "owner" may be protected against liens being maintained against an "owner-occupied residence "and from other civil action being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as a part of this contract, if

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either section (1) or (2) is met: (1)(a) the owner entered into a written contract with an original contractor, a factory built housing retailer, or a real estate developer; (b) the original contractor was properly licensed or exempt from licensure under Title 58, Chapter 55, Utah Construction Trades Licensing Act at the time the contract was executed; and (c) the owner paid in full the contracting entity in accordance with the written contract and any written or oral amendments to the contract; or (2) the amount of the general contract between the owner and the original contractor totals no more than \$5,000.

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WARRANTY

DELUXE SERIES

These guarantees are provided by 1-800 HANSONS, LLC (the "Contractor") to the Customer listed on the Material Work Order. These guarantees do not take the place of any available manufacturer's warranty. Please consult your third-party manufacturer warranties for further coverage which are available for review at the time of contracting with 1-800 HANSONS.

- 1-800 HANSONS guarantees that the products and components thereof provided by 1-800 HANSONS will be free of manufacturing defects for as long as you reside in your home.
- 1-800 HANSONS guarantees to you that the installation work performed by 1-800 HANSONS will be free of defects due to workmanship for as long as you reside in your home.
- 1-800 HANSONS guarantees to you that should a panel of glass in a window installed by 1-800 HANSONS be accidentally broken, 1-800-HANSONS will provide a replacement panel at no charge to you.
- 1-800 HANSONS guarantees to you that should the screen mesh on a window screen installed by 1-800 HANSONS be accidentally torn, 1-800 HANSONS will replace the screen mesh at no charge to you.

Obtaining Guarantee Service: To make a claim, you (the "Customer") can (1) submit a service request form online at hansons.com (2) send a written claim to 1-800 HANSONS, LLC at 977 E. 14 Mile Rd., Troy, MI 48083, (3) verbally submit a claim by contacting 1-800 HANSONS at (800) 426-7667, or (4) submit a service request e-mail to customerservice@hansons.com. Claims must be submitted to the Contractor promptly after discovery of the claimed defect and within the applicable guarantee period.

The Contractor will then schedule an appointment to inspect the premises within a reasonable period of time. If the Contractor decides to replace any or all product(s), and if such product(s) as originally installed is no longer available, the Contractor has the right to substitute product(s) of equal or better quality. Replacement of a product or component does not renew the guarantee period. If, at the Contractor's option, a purchase price refund is authorized, all guarantees are terminated, and repair, replacement, or removal of products shall become the Customer's sole responsibility. Warranties and guarantees become valid only after the Customer has made full payment in accordance with the Material Work Order or subsequent addenda. Non-guarantee calls for repair or adjustment will result in hourly fees for labor.

Screen Mesh Breakage Guarantee Claims: To make a claim, the Customer must bring the screen mesh to their local Contractor Branch Location for repair. The screen mesh breakage guarantee only applies to the screen mesh and does not apply to the screen frame. Once the screen mesh is repaired, the Customer will be notified it is ready for pickup.

Exclusions:

- Minor color or textural variations between products do not constitute installation defects.
- Other damage, workmanship, or material failure as determined by the Contractor.
- Damage ordinarily covered by a homeowner's insurance policy.
- Damages due to or arising from the identification, detection, abatement, encapsulation, or removal of mold, asbestos, lead-based products, or other hazardous substances.
- Condensation that may form on a window resulting from pre-existing conditions in a home and external temperatures. Reducing the humidity in the home will often remedy any condensation problems.

What Voids These Guarantees: Installation, removal, repair, adjustment, tampering, or re-installation of any products or components by other than the Contractor voids any and all guarantees within this document and the Contractor expressly disclaims any liability for any costs, defects, or damages with respect to such actions. Using non-approved cleaning agents.

Remedies and Rights: These guarantees are the only expressed guarantees provided by 1-800 HANSONS, LLC. No employee, representative, agent, nor any other person, has authority to assume or incur on behalf of 1-800 HANSONS any obligation, liability, or responsibility in place of or in addition to these guarantees. 1-800 HANSONS' LIABILITY TO YOU UNDER THIS DOCUMENT IS LIMITED TO THE AMOUNTS RECEIVED BY 1-800 HANSONS

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UNDER YOUR SALES AGREEMENT WITH 1-800 HANSONS. IN NO EVENT SHALL 1-800 HANSONS BE OBLIGATED OR LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND FOR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OF 1-800 HANSONS' PRODUCT OR SERVICES. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND THEREFORE SOME OR ALL OF THE IMMEDIATELY PRECEDING SENTENCE MAY NOT APPLY. THESE WARRANTIES PROVIDE SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

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Quintin L. Hunter 1760 Van Dyke Detroit, MI 48214 (313) 303-6442 glhunter73@aol.com

August 20, 2025

City of Detroit
Detroit Historic Commission
Department of Planning & Development
2 Woodward Avenue, Suite 808
Detroit, MI 48226

Dear Ma'am or Sir:

May this letter serve as a request for approval of a permit to have four new windows, and siding installed at my mother's house, which is located in Historic West Village. We have received a quote from 1-800-Hansons for work on both the siding and the windows.

Regarding the windows, there wouldn't be any major alterations to the property, just the following:

- All the windows to be installed would be double hung, and would be located on the 2nd floor of the residence.
- 2 windows would be on the second floor overlooking the backyard.
- 2 windows would be on the second floor overlooking the street (Van Dyke).
- The windows are too old to be repaired; the wood is rotted and the paint is peeling.

As it relates to the siding, the outer covering is made of faux brick which covers a layer of wood and at least for some portions of the house, brick under the wood. The faux brick is peeling really bad in the front of the house, leaving wood that has rotted and has left pockets of holes in the house's exterior. Based upon the age of the house and the fact that this would be the first upgrades to the siding and the four windows in question in over 50 years, repair is not an option, therefore I am requesting permission to have Hanson's install new windows and siding.

Please find attached, a completed Project Review Request Form and pictures of the relevant structures. If you have any questions about this project, please contact me at (313) 303-6442 (cell) or (313) 224-0289 (work); you may also contact me via e-mail at qlhunter73@gmail.com. I look forward to a favorable decision regarding this simple request. Thank you.

Best Regards, Quintin L. Hunter























